

Application No.: 10/077,851

Docket No.: 30007317-2 US (1509-280)

REMARKS

Applicants appreciate the Examiner's thorough review of the present application, and respectfully request reconsideration in light of the preceding amendments and the following remarks.

Claims 1, 3, 6, 9-11, 13-15 and 20-32 are pending in the application. Claim 9 has been rewritten in independent form including all limitations of base claim 1. Claims 2, 4-5, 7-8, 12, 16-19 have been cancelled without prejudice or disclaimer. The remaining original claims have been amended to better define the claimed invention. Claims 20-32 have been added to provide Applicants with the scope of protection to which they are believed entitled. The specification has been revised to remove apparent typographical errors. The Abstract has been amended to be compliant with commonly accepted US patent practice. No new matter has been introduced through the foregoing amendments.

The anticipatory rejection of claim 9 is traversed, because the applied reference, i.e., *Stefik*, clearly fails to teach or disclose each and every element of the rejected claim, i.e., the claimed presenting to a user the digital credential associated with the secure connection. The Examiner's argument in pages 2 and 4 of the Office Action that the digital credential (digital usage rights) is part of the digital work and is presented to the user when the digital work is presented to the user, is noted. Applicants respectfully disagree with the Examiner's position.

Stefik fails to explicitly teach that the digital usage rights are presented to the user.

The Examiner appears to base his anticipatory rejection on the theory of inherency which requires that "a basis in fact and/or technical reasoning to reasonably support the determination that the allegedly inherent characteristic necessarily flows from the teachings of the applied prior art." *Ex parte Levy*, 17 USPQ2d 1461, 1464 (Bd. Pat. App. & Inter. 1990) (emphasis added).

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The correct understanding of the *Stefik* cited teachings is that the digital usage rights are not part of the digital work; they are only attached to the digital work. See *Stefik* at column 6, line 52. Therefore, the fact that the digital work is presented to the user upon successful authorization does not necessarily mean that the digital usage rights are also presented to the user. Consider an example where a file is attached to an email. When the user opens the email, the email is presented to the user. However, the opening of the email does not necessarily requires that the attachment be also presented to the user. More often than not, the attachment remains unopened and will not be presented to the user unless the user opens it himself. Returning to the case at issue, it should now be apparent that the fact that the digital work (equivalent to email) is presented to the user does not necessarily mean that the digital usage rights (equivalent to attachment) are also presented to the user. Thus, *Stefik* fails to inherently teach the claimed feature.

Withdrawal of the anticipatory rejection of claim 9 is now believed appropriate and therefore respectfully requested.

Amended claim 1 is patentable over *Stefik* because the reference fails to teach or suggest the steps of establishing trust or increasing the level of trust between the first and second nodes, and conducting a transaction between the nodes after establishing trust or increasing the level of trust therebetween. See e.g., the specification at page 14, lines 20-26.

Stefik does not teach or suggest the step of establishing trust or increasing the level of trust between the first and second nodes. The teaching that Repository 1 checks the usage rights upon receiving a request from Repository 2 does not establish any trust or increase the level of trust between the Repositories at all.

Stefik also fails to teach or suggest the step of conducting a transaction between the nodes after establishing trust or increasing the level of trust therebetween. It should be noted that the language of amended claim 1 requires that the step of transferring the digital credential be part of

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the step of establishing trust or increasing the level of trust between the nodes, and therefore, be performed prior to the transaction. In *Stefik*, the step of transferring the usage rights (107, FIG. 1) and the transaction (107, FIG. 1) is one and the same, and therefore the reference does not anticipate or render obvious amended claim 1.

Amended claim 1 is thus patentable over the applied reference.

Claims 3, 6, 10-11, 13-14 and 20-27 depend from or otherwise include the limitations of claim 1, and are considered patentable at least for the reasons advanced with respect to amended claim 1. Claims 3, 6, 10-11, 13-14 and 20-27 are also patentable on their own merits since these claims recite other features of the invention neither disclosed, taught nor suggested by the applied art, as will be apparent to the Examiner upon reviewing these claims.

Amended claim 15 includes limitations similar to the feature of amended claim 1 that a transaction is conducted between the nodes after the step of transferring the digital credential. Therefore, amended claim 15 is patentable over the applied reference at least for the same reason advanced with respect to claim 1.

Claims 28-32 depend from or otherwise include the limitations of claim 15, and are considered patentable at least for the reasons advanced with respect to amended claim 15. Claims 28-32 are also patentable on their own merits since these claims recite other features of the invention neither disclosed, taught nor suggested by the applied art, as will be apparent to the Examiner upon reviewing these claims.

Each of the Examiner's rejections has been traversed. Accordingly, Applicants respectfully submit that all claims are now in condition for allowance. Early and favorable indication of allowance is courteously solicited.

The Examiner is invited to telephone the undersigned, Applicant's attorney of record, to

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facilitate advancement of the present application.

To the extent necessary, a petition for an extension of time under 37 C.F.R. 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 08-8025 and please credit any excess fees to such deposit account.

Respectfully submitted,

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Date: January 17, 2006

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571-273-8300
FACSIMILE NUMBER